

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

<b>YANCY DAVIS,</b>	)	
	)	
<b>Plaintiff,</b>	)	<b>4:10-cv-00857-DGK</b>
	)	
<b>v.</b>	)	<b>Judge Kays</b>
	)	
<b>BERMAN &amp; RABIN, P.A.,</b>	)	
	)	
<b>Defendant.</b>	)	

**STIPULATION TO DISMISS WITH PREJUDICE PURSUANT TO SETTLEMENT**

By agreement, the parties to the above-captioned action, by and through their respective attorneys, state as follows:

1. Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, the parties hereby stipulate and agree that the above-captioned action should be dismissed.
2. The parties, by agreement, respectfully request that this case be dismissed with prejudice and without costs to any party, all costs having been paid and all matters in controversy for which this action was brought having been fully settled, compromised and adjourned.

**Date:** December 23, 2010

**For Plaintiff, Yancy Davis**

/s David M. Marco  
*Admitted Pro Hac Vice*  
Larry P. Smith & Associates, Ltd.  
205 N. Michigan Ave., 40<sup>th</sup> floor  
Chicago, Illinois 60601  
**Telephone:** (312) 222-9028 (x812)  
**Facsimile:** (888) 418-1277  
**E-mail:** [dmarco@smithlaw.us](mailto:dmarco@smithlaw.us)

**For Defendant, Bernman & Rabin, P.A.**

s/ with consent Anna M. Wenzel  
Berman & Rabin  
10660 Barkley  
Overland Park, KS 66212  
Telephone: (913) 982-0345  
Facsimile: (913) 652-9474  
E-Mail: [awenzel@bermanrabin.com](mailto:awenzel@bermanrabin.com)